

Draft Restricted Gift Agreement
between First Unitarian Society of Plainfield ("FUSP")
and Beacon UU Congregation of Summit ("Beacon")

March 24, 2023 - Revised Apr 3, 2023

FUSP will make a gift to Beacon of certain endowment funds. The size of the gift is estimated to be \$200,000. (Note there is a separate amount, estimated to be \$38,000 but capped at \$50,000, earmarked for Beacon Hope & Equity.) The intent is for Beacon to use its gift to support social justice work in the Plainfield area.

The gift will have restrictions which are detailed below. Beacon will take all reasonable steps to meet these restrictions but assumes no legal liability for their strict enforcement. *{Legal counsel to review this language.}*

1. The gift will be kept in a segregated fund (the "Plainfield Legacy Fund" or "PLF") where it will be invested in a manner consistent with Beacon's overall investment guidelines.
2. The original gift plus investment returns will be distributed over time to support social justice causes in the greater Plainfield area, or nearby communities that are underserved.
3. The anticipated life of the PLF is at least 15 years. Beacon will calculate a distribution each year consistent with that timeframe.
4. The intent is to include three target organizations that FUSP has historically supported. See the Appendix for names and current funding levels. If any of them cease to exist, or it becomes problematic to continue supporting them, Beacon will seek out missionally equivalent organizations to fund at comparable levels.
5. Beacon will also seek out missionally equivalent organizations to receive support when the PLF distribution is greater than what's needed to fund the target organizations.
6. Beacon will form a PLF Advisory Group to provide input on funding decisions. Former FUSP members are encouraged to join this group, though it will be open to any Beacon member with a passion for social justice work in the greater Plainfield area.
7. It is expected the Neighborhood Beacon program will liaise with the PLF Advisory Group to help Beacon forge even deeper relationships within the greater Plainfield area.
8. While input will be sought from the PLF Advisory Group, it must be clear to everyone that funding decisions at Beacon ultimately reside with the Board of Trustees (or the Finance Committee if so designated).

9. Beacon will reserve a portion of each year's distribution to cover costs associated with administering the PLF. These will be comparatively small amounts - capped at the lesser of \$X or x% of the distribution. *{Further analysis required to determine appropriate levels for \$X and x%. They will be set prior to final Agreement.}*
10. Legal costs Beacon incurs in having this Agreement vetted and executed will be covered by FUSP (or deducted from the gift amount upon receipt). These one-time costs are not expected to exceed \$Y. *{If requested, Beacon will obtain a prior estimate of these costs.}*

Appendix – FUSP's Target Organizations

Food Pantry - Currently \$500 per month or \$6,000 per year.

{Need to understand what entity will operate the Food Pantry after FUSP's dissolution.}

Social Justice Matters Juneteenth event - Currently \$1,000 per year.

Holiday Meal Program – If it can be revived, \$500 per year.

{Likewise, more info needed. A project for Advisory Group and Neighborhood Beacon?}